

<b>Annual Contract Competitive Proposal Request</b>	<b>CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION</b>	<b>RESPONSES MUST BE RECEIVED BY: <b>12/01/2021</b> 11:00 AM CST</b>
<b>TITLE: A21-91054 – PRINTING OF INSERTS FOR SERVICE FEE OFFICES</b>	<b>RETURN BID TO:</b> PURCHASING DIVISION <b><u>Mailing Address:</u></b> PO Box 1471 Baton Rouge, LA 70821 <b><u>Physical Address:</u></b> 222 St. Louis Street 8 <sup>th</sup> Floor Room 826 Baton Rouge, LA 70802 <b>**NOTE: U.S. Postal Regular &amp; Expedited Mail do not deliver to our physical address; delays may occur due to City Parish Mailroom processing.</b>	
FILE NO: <b>21-91054</b> REQ NO:  AD DATES: <b>11/10/2021 &amp; 11/17/2021</b>		
<b>SHIP TO ADDRESS:</b> Various Locations in EBR Parish (See page 12 of Bid Package)	<b>Contact Regarding Inquiries:</b> Purchasing Analyst : <b>Mark W White</b> Telephone Number: <b>225-389-3259 x 3268</b> Email: <a href="mailto:mwhite@brla.gov">mwhite@brla.gov</a>	
VENDOR NAME	MAILING ADDRESS	
REMIT TO ADDRESS	CITY, STATE, ZIP	
TELEPHONE NO. FAX NO.	E-MAIL	
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE	
<b>AUTHORIZED SIGNATURE (Required)</b>	<b>PRINTED NAME</b>	

**QUESTIONS TO BE COMPLETED BY VENDOR:**

1. \_\_\_\_\_ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER
2. \_\_\_\_\_ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.
3. \_\_\_\_\_ STATE ENUMERATED ADDENDA RECEIVED (IF ANY)

**F.O.B.: DESTINATION - PAYMENT TERMS: NET 30**

**ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID**

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. **Bid must be signed in the designated space above and by person authorized to sign for bidder.**

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

## INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACT A21 - 91054

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. **Read the entire bid**, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances. **NO faxed or emailed bids will be accepted.**
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the [www.bidexpress.com](http://www.bidexpress.com) on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. **Any erasures, strikeover and/or changes to prices should be initialed by the bidder.** Failure to initial may be cause for rejection of the bid as non-responsive.

10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within five (5) days.
12. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
13. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
14. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders should submit product label, safety data sheet and EPA registry number with bid or within five (5) days of request from purchasing office. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
15. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
16. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
17. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
18. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
19. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
20. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?
21. YES\_\_\_\_NO\_\_\_\_ If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.

22. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
23. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
24. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
25. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).
27. A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.
28. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
29. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
30. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.

31. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

**Note:** Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact the City of Baton Rouge purchasing office at (225) 389-3259 Ext 0.

**Important!** - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.



## **FEDERAL CLAUSES, IF APPLICABLE.**

### **I. Remedies for Breach**

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

### **II. Termination and Settlement**

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

### **III. Access to Records**

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

### **IV. Equal Employment Opportunity**

Bidder acknowledges that all contracts shall contain provisions requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

### **V. Copeland "Anti-Kickback" Act**

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

### **VI. Davis-Bacon Act**

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

### **VII. Contract Work Hours and Safety Standards Act**

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

### VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

### IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

### X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

### XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

## ADDITIONAL REQUIREMENTS FOR THIS BID

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.
- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.
- **Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the **first** such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a **second** notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a **third** notice of default should become necessary, the contract may be terminated upon notification of said default.
- **Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.
- **All items must be bid, A blank space, Zero, or NA may be considered as NO BID:** Zero (0), N/A or a blank space on the Schedule of Bid Items page may be considered NO BID and may cause your bid to be deemed non-responsive. If your intention is NO Charge, please write that in the Unit price column.
- No substitutions after award and no minimum order charges will be allowed.
- The delivery locations are located on page 12 of this bid package. Additional locations may be included through-out the contractual period.
- Price bid shall include delivery and freight charges, no additional cost to City Parish
- **Cybersecurity Training Requirement:** Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.
- **Ethics:** Vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract. As such, vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish.



- **Force Majeure:** In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the Agency to make the payments required under the terms hereof, or to comply with the terms, conditions and requirements of this contract hereof), as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

Due to the COVID-19 emergency situation and in light of the Louisiana Governor's Proclamation Number JBE 2020-30, the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is temporarily suspending in-person attendance by vendors at public bid openings for bids published by our office.

Any vendor who would like to listen to the opening of this bid can access the following link, at the date and time of this bid opening:

*Join by phone*

**+1-408-418-9388 United States Toll**

**Access code: 263 373 080 (followed by the # button)**

***Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):***

***United States Toll (Boston) +1-617-315-0704***

***United States Toll (Chicago) +1-312-535-8110***

***United States Toll (Dallas) +1-469-210-7159***

***United States Toll (Denver) +1-720-650-7664***

***United States Toll (Jacksonville) +1-904-900-2303***

***United States Toll (Los Angeles) +1-213-306-3065***

This link will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time and date.

## INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. Without exception, all questions must be in writing and received by 5:00 p.m. C.S.T. on November 18, 2021. Inquiries shall not be entertained thereafter. Inquiries are to be directed as follows:

Hand Delivered or by Courier  
Mark W. White, Purchasing Analyst  
City-Parish Purchasing Department  
222 St. Louis Street, Room 826  
Baton Rouge, LA 70802

Delivery by United States Postal Services  
Mark W. White, Purchasing Analyst  
City-Parish Purchasing Department  
P. O. Box 1471  
Baton Rouge, LA 70821

By email: [mwhite@brla.gov](mailto:mwhite@brla.gov)

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An Addendum will be sent out no later than 3 days prior to the deadline for receiving quotes, for all questions submitted in writing by the close of the inquiry period.

**A21-91054**  
**Printing Contract Special Conditions**

**1 Public Printing Law:** The contract resulting from this solicitation shall be subject to the provisions of R.S. 38:2255.

**2 Subcontract:** The Contractor shall be held responsible for the work of any subcontractor (s) and shall see that the work is done without unnecessary delay in a good workmanlike manner, and that all unnecessary priority over other work is given.

The Contractor shall not be relieved of any obligation to the City Parish by any subletting of a contract in whole or in part to another.

**3 Quality of Workmanship and Stock:** Authorized Representative of the City Parish shall have access to the Contractor's plant at any time during working hours to inspect work in process. However, such inspection, if any, by City Parish shall not relieve the Contractor from any responsibility under this agreement for material or workmanship found defective after delivery.

The Purchasing Director or a representative may require a status report at any time of work in progress and orders on hand.

All work done must be of a first class quality. The use of poor type, poor presswork or the use of a different color of ink than that ordered, inferior quality or mis-matched paper stock, a lesser weight of paper than that specified, or any other discrepancies will be sufficient cause for the rejection of the work and for refusal of payment thereof.

The Contractor must at all times be able to furnish within a reasonable period of time those supplies named in the specifications unless a substitute is approved by Purchasing. If any different kind is substituted, the quality shall be equal and the prices shall not exceed that named for similar articles in the specifications.

Substitutions made without the approval of the Purchasing Director or a representative will be grounds for non-payment for that particular job.

In printing, the proof shall be read by original copy and corrected in the establishment of the Contractor. All material is to be free from printer's errors. A "clean" proof is to be furnished to the Agency or office ordering the printing. Proofs will be submitted upon request only. All copy and proof sheets shall be held by the contractor for sixty (60) days after the job has been completed and delivered, and the invoice rendered to the Agency or office for payment.

**4. Delivery:** Delivery is to be inside agency or office which shall include all cost of transportation and inside delivery within any office or building as specified. Completed work shall be shipped or delivered promptly without any unnecessary or avoidable delay.

By accepting a contract for printing, binding, engraving or lithographing, the contractor agrees to complete the work and deliver the goods as specified promptly, satisfactorily and without unnecessary delay. The contractor will give said work the necessary priority over other work to assure timely delivery.

**5. Usage:** Approximately four (4) months prior to the end of the contract period, vendor is to be prepared to submit to the Purchasing Division of the City of Baton Rouge a contract usage report including a summary by each item with quantity purchased and total value of each item. Vendor may submit a computer generated report.

**6. Underruns and Overruns:** Underruns or overruns exceeding the following percentages will not be accepted:

Order quantity:

1,000 to 50,000 -	10%
50,001 to 100,000 -	8%
100,000 to 300,000 -	4%

## **Specifications:**

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the supplies requested. Please note the brand and model that you are bidding in the designated spaces provided. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

### **Printing of Inserts for Service Fee Office Contract No. A21-91054 October, 2021**

#### **GENERAL:**

The intent of this proposal is to establish prices for the purchase and delivery of Printed Inserts for the Baton Rouge Water Company and Service Fee Business Office. Bid prices shall include all labor, materials/paper, artwork as needed, freight and delivery costs. The evaluation of the product offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency.

#### **SAMPLE PROOFS MAY BE REQUIRED OF DIFFERENT INSERTS**

Orders will be placed by each department to the successful vendor. Inserts for BRWC and Recycling will be delivered to Baton Rouge Water Company, 8755 Goodwood Blvd, Baton Rouge, LA 70806. The Baker and Zachary inserts will be delivered to the Service Fee Business Office, 1100 Laurel Street, Suite 234, Baton Rouge, LA 70802.

**Separate original invoices are required for each order, which must accompany the order when delivered.**

#### **INSERTS:**

There are currently four (4) different inserts: one for garbage/recycling customers, one for Baton Rouge Water sewer customers, one for City of Baker sewer customers, and one for the City of Zachary sewer customers. Additional inserts may be needed upon special circumstances throughout the contract term.

Inserts are normally printed in the months of December and June for mailing with January and July bills each year, but flexibility to modify the inserts will be on as-needed basis. The successful vendor has to be able to print and make delivery within two (2) weeks from requested date of order. Occasionally inserts will be sent out more than twice per year.

Information on the inserts is similar to the attached, but changes/updates are needed each time. Two sided inserts are often used with black and white printing on 24lb to 30lb bright colored bond paper, 8.5" x 3.667". Paper shall be uniform in weight, caliper, strength, tear, finish, color, printing quality, durability, size and dimensional stability. The size of the notice and type of paper remains the same -- only the color of paper will change. At the time of order placement, the City will advise if inserts are to be printed one-sided or two-sided, and color for inserts.

Inserts are to be packaged in quantities of 500 – shrink-wrapped. Any additional artwork provided by Vendor will become the property of City Parish.

#### **Estimated Quantities:**

<b>Baker Inserts:</b>	<b>6,000 COPIES</b>
<b>Zachary Inserts:</b>	<b>8,000 COPIES</b>
<b>BRWC Inserts:</b>	<b>140,000 COPIES</b>
<b>Recycling Inserts:</b>	<b>140,000 COPIES</b>

**SAMPLE INSERT WORDING, BRWC (Baton Rouge Water Company)**

## EAST BATON ROUGE PARISH SEWER and SOLID WASTE USER FEES

## CITY of BATON ROUGE/EAST BATON ROUGE PARISH SEWER & SOLID WASTE USER FEES

**SEWER USER FEE INCREASE:**

Effective January 1, 2018, the Sewer User Fee Rate increased by 4%. This increase was approved by the City-Parish Metropolitan Council to fund sewer improvements as mandated by the U.S. Environmental Protection Agency and the LA Department of Environmental Quality. If your average usage billed does not accurately reflect your current usage, you may contact the Service Fee Business Office at (225)389-5378 to request a review of your account.

**SOLID WASTE USER FEE:**

Effective January 1, 2018, the solid waste (garbage) user fee is \$23 per month for all residential households in the parish (excluding the incorporated limits of Baker and Zachary).

**SOLID WASTE ASSISTANCE PROGRAM:**

Low-income residents that meet eligibility requirements will receive a monthly discount of \$4.50 on the solid waste user fee. Residents receiving the discount must recertify every 12 months. For information on this program, call (225) 389-5378 or (225) 389-3090, or go to [www.brgov.com](http://www.brgov.com).

**Ways to Reduce your Sewer Bill:**    \*Reduce water usage during averaging months    \*Limit lawn watering    \*Repair leaking toilets and leaking faucets    \*Report any leaks at your meter to your water company

**Office Location:** Service Fee Business Office in The Public Works and Planning Center  
1100 Laurel Street, Suite 234 Phone # 225-389-5378

**Payment Options:**

**Pay at the Service Fee Business Office, 1100 Laurel St., or at Baton Rouge Water Co., 8755 Goodwood Blvd.**

(A payment drop box is also available at both locations.)

**Pay online at [www.brwater.com](http://www.brwater.com) (with fee)**

**Pay by bank draft:** Contact Baton Rouge Water/Parish Water Company to set up your bank draft.

**Pay by credit card** (with fee) by calling Baton Rouge Water/Parish Water Co. at the number listed on your bill.

**Pay at any CheckFreePay** location throughout the parish by cash or money order (no checks), including most Wal-Mart Stores. You can call our office at 389-5378 for location addresses or go to [www.brwater.com](http://www.brwater.com).

**Smartbill:** Enroll in Smartbill to receive an ebill which allows payment over the internet without a fee.

## **SAMPLE INSERT WORDING, RECYCLING INSERT (Baton Rouge Water Company)**

Recycling Insert is a majority of graphics with English text for each image.

**(Image), Recycle cart Over stamped: GET YOUR FREE RECYCLING CART.**

**WHAT CAN YOU RECYCLE?** Remember to empty, rinse, and remove tops and lids from containers.

**HERE IS HOW (WITH ARROW TO CONTACT IMAGES)** Recycling services are included in the solid waste fee you already pay. To participate in this program, request a cart by doing one of the following.

**(Image), Glass:** glass bottles and jars *no lightbulbs, mirrors, windows, drinking glasses, ceramics or Pyrex*

**(Image), Plastic:** plastic bottles and containers *no plastic bags, hangers, toys, 6-pack rings, chemical containers or packing materials.*

**(Image), Cardboard:** cardboard boxes and paper towel rolls *no packing material or Styrofoam*

**(Image), Paper:** paper bags, books, magazines and gift wrap *no soiled paper, photos, hard cover books or carbon paper*

**(Image), Metal:** metal cans, pans, and aluminum foil *no aerosol cans, wire hangers, or non-food metal containers*

**(Contact images) are: CALL** Dial 311, **GO ONLINE** [311.BRLA.GOV](http://311.BRLA.GOV), and **DOWNLOAD THE APP** RED STICK 311

**FOR MORE INFORMATION VISIT** [WWW.BRGOV.COM/RECYCLE](http://WWW.BRGOV.COM/RECYCLE) **DES seal.**



## SAMPLE INSERT, BRWC



### City of Baton Rouge / East Baton Rouge Parish Sewer & Solid Waste User Fees

#### Sewer User Fee Increase

Effective January 1, 2018, the sewer user fee rate increased by 4% to fund sewer improvements as mandated by the U.S. Environmental Protection Agency and the LA Department of Environmental Quality. The **minimum fee is now \$21.78** for the first 400 cubic feet of average water usage, and **\$3.94** for each additional 100 cubic feet of average water usage. If your average usage billed does not accurately reflect your current usage, you may contact the **Service Fee Business Office at (225)389-5378** to request a review of your account.

#### Ways to Reduce Your Sewer Bill

- Reduce water usage during averaging months: (Oct., Nov., Dec., Feb., Mar., Apr.)
- Limit lawn watering
- Repair leaking toilets and faucets
- Report water meter leaks to your water company

#### Payment Locations and Options

- 1100 Laurel St., Suite 234 (lobby & drop box)
- 8755 Goodwood Blvd. (lobby & drop box)
- **Bank draft** (no fee)-contact your water company
- **SmartBill** (no fee)-contact your water company
- **Telephone** (with fee)-contact your water company
- **Online at [www.brwater.com](http://www.brwater.com)** (with fee)

#### Solid Waste User Fee Increase

Effective January 1, 2018, the solid waste (garbage) user fee is **\$23 per month** for all residential households in the parish (excluding the incorporated limits of Baker and Zachary). 2018 monthly bin service rates for participating multi-family units: \$70- 2cu yds; \$105- 4cu yds; \$155- 6cu yds; \$210- 8cu yds.

#### Solid Waste Assistance Program

Low-income residents that meet eligibility requirements will receive a monthly discount of **\$4.50** on the solid waste user fee. **Residents receiving the discount must recertify every 12 months.** For information on this program, call (225)389-5378 or (225)389-3090, or visit [www.brgov.com](http://www.brgov.com).

## SAMPLE INSERT, RECYCLING INSERT



#### WHAT CAN YOU RECYCLE?

Remember to empty, rinse, and remove tops and lids from containers.



glass bottles and jars  
no light bulbs, mirrors, windows, drinking glasses, ceramics, or Pyrex



plastic bottles and containers  
no plastic bags, hangers, toys, 6-pack rings, chemical containers, or packing materials



cardboard boxes and paper towel rolls  
no packing material or Styrofoam



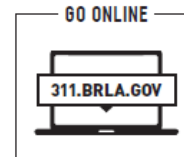
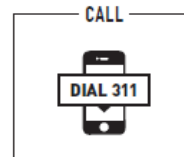
paper bags, books, magazines, and gift wrap  
no soiled paper, photos, hard cover books, or carbon paper



metal cans, pans, and aluminum foil  
no aerosol cans, wire hangers, or non-food metal containers

#### HERE IS HOW

Recycling services are included in the solid waste fee you already pay. To participate in this program, request a cart by doing one of the following.



FOR MORE INFORMATION  
VISIT [WWW.BRGOV.COM/RECYCLE](http://WWW.BRGOV.COM/RECYCLE)

**DES**  
DEPT. OF ENVIRONMENTAL SERVICES



## **SAMPLE INSERT WORDING, BAKER, LA.**

### **East Baton Rouge Parish Sewer and Solid Waste User Fees**

#### **SEWER USER FEE INCREASE:**

Effective January 1, 2018, the Sewer User Fee Rate increased by 4%. This increase was approved by the City-Parish Metropolitan Council to fund sewer improvements as mandated by the U.S. Environmental Protection Agency and the LA Department of Environmental Quality. If your average usage billed does not accurately reflect your current usage, you may contact the **Service Fee Business Office at (225)389-5378** to request a review of your account.

#### **SOLID WASTE USER FEE:**

Effective January 1, 2018, the solid waste (garbage) user fee is \$23 per month for all residential households in the parish (excluding the incorporated limits of Baker and Zachary).

The City of Baker bills and collects the Sewer and Solid Waste (garbage) fees for the City-Parish. Any questions regarding these fees should be directed to the City-Parish Service Fee Business Office at **(225)389-5378**.

#### **\*Ways to Reduce your Sewer Bill\***

***\*Reduce water usage during averaging months   \*Repair leaking toilets   \*Repair leaking faucets***

***\*Limit lawn watering                      \*Report any leaks at your meter to your water company***

#### **Residents not incorporated by the City of Baker:**

#### **SOLID WASTE ASSISTANCE PROGRAM:**

Low-income residents that meet eligibility requirements will receive a monthly discount of \$4.50 on the solid waste user fee. **Residents receiving the discount must recertify every 12 months.** For information on this program, call (225) 389-5378 or (225) 389-3090, or go to [www.brgov.com](http://www.brgov.com).

The City of Baker bills and collects the Sewer and Solid Waste (garbage) User Fees for the City-Parish. Any questions regarding these fees should be directed to the City-Parish Service Fee Business Office at **389-5378**.

## SAMPLE INSERT WORDING, ZACHARY, LA.

### East Baton Rouge Parish Sewer and Solid Waste User Fees

#### **SEWER USER FEE INCREASE:**

Effective January 1, 2018, the Sewer User Fee Rate increased by 4%. This increase was approved by the City-Parish Metropolitan Council to fund sewer improvements as mandated by the U.S. Environmental Protection Agency and the LA Department of Environmental Quality. If your average usage billed does not accurately reflect your current usage, you may contact the **Service Fee Business Office at (225)389-5378** to request a review of your account.

#### **SOLID WASTE USER FEE:**

Effective January 1, 2018, the solid waste (garbage) user fee is \$23 per month for all residential households in the parish (excluding the incorporated limits of Baker and Zachary).

The City of Baker bills and collects the Sewer and Solid Waste (garbage) fees for the City-Parish. Any questions regarding these fees should be directed to the City-Parish Service Fee Business Office at **(225)389-5378**.

#### **\*Ways to Reduce your Sewer Bill\***

***\*Reduce water usage during averaging months   \*Repair leaking toilets   \*Repair leaking faucets***

***\*Limit lawn watering                      \*Report any leaks at your meter to your water company***

#### **Residents not incorporated by the City of Zachary:**

#### **SOLID WASTE ASSISTANCE PROGRAM:**

Low-income residents that meet eligibility requirements will receive a monthly discount of \$4.50 on the solid waste user fee. **Residents receiving the discount must recertify every 12 months.** For information on this program, call (225) 389-5378 or (225) 389-3090, or go to [www.brgov.com](http://www.brgov.com).

The City of Zachary bills and collects the Sewer and Solid Waste (garbage) User Fees for the City-Parish. Any questions regarding these fees should be directed to the City-Parish Service Fee Business Office at **(225) 389-5378**.

## Baker Sample



### ***East Baton Rouge Parish Sewer & Solid Waste User Fees***

#### **Sewer User Fee Increase**

Effective January 1, 2018, the sewer user fee rate increased by 4%. This increase was approved by the City-Parish Metropolitan Council to fund sewer improvements as mandated by the U.S. Environmental Protection Agency and the LA Department of Environmental Quality. If your average usage billed does not accurately reflect your current usage, you may contact the **Service Fee Business Office at (225)389-5378** to request a review of your account.

The City of Baker bills and collects the sewer and solid waste (garbage) fees for the City-Parish. Any questions regarding these fees should be directed to the City-Parish Service Fee Business Office at (225)389-5378.

#### **Ways to Reduce Your Sewer Bill**

- Reduce water usage during averaging months: (*Oct., Nov., Dec., Feb., Mar., Apr.*)
- Limit lawn watering
- Repair leaking toilets and faucets
- Report water meter leaks to your water company

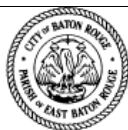
#### **Solid Waste User Fee**

Effective January 1, 2018, the solid waste (garbage) user fee is \$23 **per month** for all residential households in the parish (excluding the incorporated limits of Baker and Zachary).

#### **Solid Waste Assistance Program**

Low-income residents that meet eligibility requirements will receive a monthly discount of \$4.50 on the solid waste user fee. **Residents receiving the discount must recertify every 12 months.** For information on this program, call (225)389-5378 or (225)389-3090, or visit **[www.brgov.com](http://www.brgov.com)**.

## Zachary Sample



### ***East Baton Rouge Parish Sewer & Solid Waste User Fees***

#### **Sewer User Fee Increase**

Effective January 1, 2018, the sewer user fee rate increased by 4%. This increase was approved by the City-Parish Metropolitan Council to fund sewer improvements as mandated by the U.S. Environmental Protection Agency and the LA Department of Environmental Quality. If your average usage billed does not accurately reflect your current usage, you may contact the **Service Fee Business Office at (225)389-5378** to request a review of your account.

The City of Zachary bills and collects the sewer and solid waste (garbage) fees for the City-Parish. Any questions regarding these fees should be directed to the City-Parish Service Fee Business Office at (225)389-5378.

#### **Ways to Reduce Your Sewer Bill**

- Reduce water usage during averaging months: (*Oct., Nov., Dec., Feb., Mar., Apr.*)
- Limit lawn watering
- Repair leaking toilets and faucets
- Report water meter leaks to your water company

#### **Solid Waste User Fee**

Effective January 1, 2018, the solid waste (garbage) user fee is \$23 **per month** for all residential households in the parish (excluding the incorporated limits of Baker and Zachary).

#### **Solid Waste Assistance Program**

Low-income residents that meet eligibility requirements will receive a monthly discount of \$4.50 on the solid waste user fee. **Residents receiving the discount must recertify every 12 months.** For information on this program, call (225)389-5378 or (225)389-3090, or visit **[www.brgov.com](http://www.brgov.com)**.

At times the agency may require the printing of 2 sided inserts.  
Below is an example of what a 2 sided insert may look like.

## FRONT



### City of Baton Rouge / East Baton Rouge Parish Sewer & Solid Waste User Fees

#### Sewer User Fee Increase

Effective January 1, 2018, the sewer user fee rate increased by 4% to fund sewer improvements as mandated by the U.S. Environmental Protection Agency and the LA Department of Environmental Quality. The minimum fee is now \$21.78 for the first 400 cubic feet of average water usage, and \$3.94 for each additional 100 cubic feet of average water usage. If your average usage billed does not accurately reflect your current usage, you may contact the **Service Fee Business Office** at (225)389-5378 to request a review of your account.

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## BACK



#### WHAT CAN YOU RECYCLE?

Remember to empty, rinse, and remove tops and lids from containers.



glass bottles and jars  
no light bulbs, mirrors, windows, drinking glasses, ceramics, or Pyrex



plastic bottles and containers  
no plastic bags, hangers, toys, 6-pack rings, chemical containers, or packing materials



cardboard boxes and paper towel rolls  
no packing material or Styrofoam



paper bags, books, magazines, and gift wrap  
no soiled paper, photos, hard cover books, or carbon paper



metal cans, pans, and aluminum foil  
no aerosol cans, wire hangers, or non-food metal containers

#### HERE IS HOW

Recycling services are included in the solid waste fee you already pay. To participate in this program, request a cart by doing one of the following.

CALL



GO ONLINE



DOWNLOAD THE APP



FREE

FOR MORE INFORMATION  
VISIT [WWW.BRGV.COM/RECYCLE](http://WWW.BRGV.COM/RECYCLE)

**DES**  
DEPT. OF ENVIRONMENTAL SERVICES



# Schedule of Bid Items      A21-91054

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	Insert, 24lb to 30lb <b>Bright Color Bond Paper</b> , 8.5" x 3.667", Black Ink, <b>One-Sided</b> , in accordance with bid specification page 13, and insert samples included: <b>Baton Rouge Water Company Inserts</b>	140,000	EA	\$_____	\$_____
0002	Insert, 24lb to 30lb <b>Bright Color Bond Paper</b> , 8.5" x 3.667", Black Ink, <b>Two-Sided</b> , in accordance with bid specification page 13, and insert samples included: <b>Baton Rouge Water Company Inserts</b>	140,000	EA	\$_____	\$_____
0003	Insert, 24lb to 30lb <b>Bright Color Bond Paper</b> , 8.5" x 3.667", Black Ink, <b>One-Sided</b> , in accordance with bid specification page 14, and insert samples included: <b>Recycling Inserts</b>	140,000	EA	\$_____	\$_____
0004	Insert, 24lb to 30lb <b>Bright Color Bond Paper</b> , 8.5" x 3.667", Black Ink, <b>Two-Sided</b> , in accordance with bid specification page 14, and insert samples included: <b>Recycling Inserts</b>	140,000	EA	\$_____	\$_____
0005	Insert, 24lb to 30lb <b>Bright Color Bond Paper</b> , 8.5" x 3.667", Black Ink, <b>One-Sided</b> , in accordance with bid specification page 16, and insert samples included: <b>Baker Inserts</b>	6,000	EA	\$_____	\$_____
0006	Insert, 24lb to 30lb <b>Bright Color Bond Paper</b> , 8.5" x 3.667", Black Ink, <b>Two-Sided</b> , in accordance with bid specification page 16, and insert samples included: <b>Baker Inserts</b>	6,000	EA	\$_____	\$_____



0007	Insert, 24lb to 30lb <b>Bright Color Bond Paper</b> , 8.5" x 3.667", Black Ink, <b>One-Sided</b> , in accordance with bid specification page 17, and insert samples included: <b>Zachary Inserts</b>	8,000	EA	\$_____	\$_____
0008	Insert, 24lb to 30lb <b>Bright Color Bond Paper</b> , 8.5" x 3.667", Black Ink, <b>Two-Sided</b> , in accordance with bid specification page 17, and insert samples included: <b>Zachary Inserts</b>	8,000	EA	\$_____	\$_____
0009	Insert, 24lb to 30lb Bright Color Bond Paper, <b>8.5" x 11"</b> , Black Ink, <b>Two-Sided, Tri-Folded</b> , in accordance with bid specification page 13, and insert samples included: <b>Baton Rouge Water Company Inserts</b>	140,000	EA	\$_____	\$_____
0010	Insert, 24lb to 30lb Bright Color Bond Paper, <b>8.5" x 11"</b> , Black Ink, <b>Two-Sided, Tri-Folded</b> , in accordance with bid specification page 14, and insert samples included: <b>Recycling Inserts</b>	140,000	EA	\$_____	\$_____
0011	Insert, 24lb to 30lb Bright Color Bond Paper, <b>8.5" x 11"</b> , Black Ink, <b>Two-Sided, Tri-Folded</b> , in accordance with bid specification page 16, and insert samples included: <b>Baker Inserts</b>	6,000	EA	\$_____	\$_____
0012	Insert, 24lb to 30lb Bright Color Bond Paper, <b>8.5" x 11"</b> , Black Ink, <b>Two-Sided, Tri-Folded</b> , in accordance with bid specification page 17, and insert samples included: <b>Zachary Inserts</b>	8,000	EA	\$_____	\$_____

**NOTE:** BID PRICES SHALL INCLUDE THE COST OF LABOR, MATERIAL/PAPER FOR INSERTS, ARTWORK, AND FREIGHT AND DELIVERY COSTS.

PRE-PRODUCTION SAMPLES, MADE TO THE AGENCY'S SPECIFICATIONS, MAY BE REQUIRED OF THE VENDOR WHEN REQUESTED. THIS PRE-PRODUCTION SAMPLE MUST BE RECEIVED WITHIN 14 DAYS AFTER NOTIFICATION. SEE BID SPECIFICATION PAGE 11, ADDITIONAL REQUIREMENTS FOR THIS BID FOR FURTHER PRE-PRODUCTION DETAILS.

**BIDDER IS:**

**AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A CORPORATION**

**IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID.**

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM.**

## **CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this day of \_\_\_\_\_, 20\_\_\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SECRETARY

## SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called ("Owner")) and \_\_\_\_\_ (herein after called "Contractor").

**The Contractor shall perform all work required by the Contract Documents for the following services:**

Annual Contract Number and Title: \_\_\_\_\_ for the contract period of: \_\_\_\_\_

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
  - A. Bid Documents complete with terms and conditions
  - B. The Contractor's Proposal with all attachments.
  - C. The Specifications
  - D. The following enumerated addenda: \_\_\_\_\_
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

**CITY OF BATON ROUGE  
AND PARISH OF EAST BATON ROUGE  
Owner**

By \_\_\_\_\_  
**Sharon Weston Broome, Mayor-President**  
**Or**  
**Kris R. Goranson, Purchasing Director**

WITNESS:

**Contractor**

By \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)

**Approved as to form:**

\_\_\_\_\_  
**Parish Attorney's Office**